



REQUEST FOR QUOTATION / RFQ: MUT 1020/2023R

Appointment of a suitably qualified and experienced HVAC&R systems service provider for Maintenance, Repairs and Replacements of Air-conditioning Units and Refrigeration's at MUT-Wide on a contract period not exceeding 6-months.

<ul style="list-style-type: none">▪ Business Unit: Maintenance	<ul style="list-style-type: none">▪ RFQ Number: RFQ MUT 1020/2023R
<ul style="list-style-type: none">▪ Requester: (Technical Enquiries): Mr Silindile Mchunu Mchunu.silindile@mut.ac.za	<ul style="list-style-type: none">▪ Buyer (SCM Enquiries): Mr Sikhulile Thusi 031 819 9535. Thusi.sikhulile@mut.ac.za
<ul style="list-style-type: none">▪ Request Date: 10 October 2023	<ul style="list-style-type: none">▪ Closing Date: 21 November 2023.
<ul style="list-style-type: none">▪ Briefing Session: No. Enquiries should be sent to the Requester.	<ul style="list-style-type: none">▪ Closing Time: 11h00 a.m.
<ul style="list-style-type: none">▪ Physical Address for the Briefing Session ONLY (not for the delivery of this RFQ): No Briefing	<p>Submit this RFQ via e-mail ONLY, to: thusi.sikhulile@mut.ac.za & state RFQ MUT 1020/2023 in the e-mail subject line.</p>
<ul style="list-style-type: none">▪ RFQ Validity Period: 90-days	<ul style="list-style-type: none">▪ Payment Terms: 30 days in arrears after receipt of a valid tax invoice.
<ul style="list-style-type: none">▪ NB: Clarification questions to be directed by e-mail to both the MUT Requester & Buyer ONLY.	

RFQ TERMS OF REFERENCE:

1. Bidders must submit all necessary documents and complete all forms and questionnaires contained in this RFQ in full. MUT applies the two-stage process of evaluating tenders, namely functionality and price/B-BBEE component.
2. Pricing: do not show separately.
3. Bidders responding to this quotation are deemed to do so, on the basis that they acknowledge and accept all Terms of Reference of this quotation.
4. The 90-day validity period may not be extended unless otherwise stated by the bidder.
5. Incomplete or late submissions will not be evaluated.
6. Return quotations to the email address provided herein before closing date and time.

Instruction:

The bidder's information block must be filled out in full, signed by authorized personnel adhering to the closing date. The supplier must carefully read the instructions and the terms of reference of this document. Failure to adhere to these instructions and terms of reference may result in the disqualification of the submission.

WHAT IS MUT LOOKING FOR?

MUT seeks to appoint an experienced CIDB graded 2ME or higher, contractor to carry out HVAC&R systems Maintenance, Repairs and Replacements of Air-conditioning Units and refrigeration's at MUT-Wide for a Duration of 06 Months

Specification:

See attached **Pricing Schedule**

Scope of Works:

The appointed HVAC&R Services Provider will be required to:

- Maintain all HVAC&R related equipment in accordance with the original or revised design specifications / parameters.
- Ensure that work of a technical nature is performed by "Competent" persons as defined by the Occupational Health and Safety Act who are experienced and skilled in maintaining facilities similar to which are the subject matter of this agreement and who are employed and supervised by the Service Provider.
- Provide call-out service twenty-four (24) hours a day, seven (7) days per week. The call-out service must be carried out at the cost as provided for in the pricing schedule. The Service Providers' staff must be equipped with adequate communication equipment and necessary tools to perform the work and to ensure a minimum delay in the response to emergency callouts.
- Supply, repair and replace all parts of every description made necessary through normal wear and tear when such replacement or repair is deemed necessary in accordance with this Agreement and the manufacturer's requirements. Only parts that are certified

by the original equipment manufacturer (OEM), in all respects, must be used, unless not immediately available and agreed with MUT in writing.

- Replace all parts timeously, thereby limiting the incidence of breakdowns, unplanned maintenance or repair and consequently maintain maximum building infrastructure operation.
- The Service Provider will give MUT a guarantee or warranty of three months on all work done together with the OEM warranty of all parts provided, which will be filed in the appropriate Supply Chain Management register.
- Provide monthly computer-generated reports detailing the history of the callouts, repairs, and breakdown repairs.
- Not to assume ownership or control of the building infrastructure, all of which must exclusively remain the property of MUT.
- Inform MUT in writing of any repair, replacement, or modification required to the existing infrastructure deemed necessary. No repair, replacement, or modification work must be undertaken without the express consent of MUT's duly appointed representative.
- Provide a comprehensive audit of all air-conditioning units of MUT, which shall be done over and above routine maintenance and thereafter as part of the routine monthly, quarterly, and 6-monthly inspections and services. This audit shall provide MUT with the conditions of the installed HVAC Infrastructure
- Assume legal responsibilities in terms of manufacturers warranties to some 200+ newly installed Aircons, warranty cards shall be made available to the successful bidder. HVAC&R systems remain the property of MUT and all related warranties, conducting warranty related claims from manufacturers to qualifying MUT Infrastructure will remain the responsibility of the successful bidder as the appointed service provider.

Compliance with Occupational Health and Safety Act

Bidders need to take note of the requirements of the Occupational Health and Safety Act 85 of 1993 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The bidder must be deemed to have read and fully understood the requirements of the above Acts and Regulations and have allowed for all costs in compliance therewith. A safety file and COIDA plan should be submitted. Failure to comply with the above will result in the Service Provider not being allowed to work and will have to leave the MUT premises, be reported to the necessary regulatory body and be penalized as per the applicable penalties which will form part of an SLA.

Minimum Service Level	Target	Penalties
On-site attending to emergencies calls within (2) hours from the time of call	100% response	15% of the labor fee invoiced per incident
On-site attending to normal calls within (4) hours from the time of call	100% response	10% of the labor fee invoiced fee per incident
Non-compliance to OHS standards and any other agreed matter	100% at all times	10% of the invoice per incident

THE BIDDER:

STAGE 1: MANDATORY EVALUATION CRITERIA	
<p>The below valid & verifiable documents are required:</p> <ul style="list-style-type: none"> ▪ Signed RFQ Document ▪ Completed Pricing Schedule ▪ Company Registration Documents / CIPC Certificate ▪ SARS Tax Pin ▪ Certified ID Copies of all Company Directors ▪ Board/Directors Resolution or Proxy (If not Sole Proprietor) ▪ Proof of Bank Account. ▪ Public liability cover to the value of R2 000 000.00. ▪ Valid COIDA Letter of Good Standing ▪ Valid CIDB 2ME or higher 	

STAGE 2: FUNCTIONALITY	
<p><u>Reference /Recommendation Letters (Provide Three (3) Signed letters with contactable contacts of a project with Similar Scope and Nature: Reference letters to bear the letterhead of organization where services were provided</u></p> <ul style="list-style-type: none"> • To have successfully completed 5+_contracts/ projects of a similar nature at a value of more than 3million rands. = 25 Points • To have successfully completed 4+_contracts/ projects of a similar nature at a value of more than 3million rands. = 20 Points • To have successfully completed 3+_contracts/ projects of a similar nature at a value of more than 3million rands. = 15 Points • To have successfully completed 2+_contracts/ projects of a similar nature at a value of more than 3million rands. = 10 Points • To have successfully completed 1+_contracts/ projects of a similar nature at a value of more than 3million rands. = 5 Points • If no references are provided or letters provided are not relevant a bidder will be Scored Zero = 0 Points 	<p>65</p> <p>25</p>

NB:

- Letters of agreement, contracts, or purchase orders may not replace relevant reference letters.

Key Personnel (Submit CVs, Membership & Professional registration Certificates, Relevant qualification, and Relevant Trade test certificates of key personnel)

1. Specialist Technician (x1)

- Relevant accredited diploma / degree/, registered as professional Mechanical Engineer with ECSA, registered with SAIRAC and minimum 6 years' experience.
- Relevant accredited diploma / degree/, registered as professional Mechanical Engineer with ECSA, registered with SAIRAC and minimum 5 years' experience.
= 4 points
- Relevant accredited diploma / degree/, registered as professional Mechanical Engineer with ECSA, registered with SAIRAC and minimum 4 years' experience.
= 3 points
- Relevant accredited diploma / degree/, registered as professional Mechanical Engineer with ECSA, registered with SAIRAC and minimum 3 years' experience.
= 2 Points
- Relevant accredited diploma / degree/, registered as professional Mechanical Engineer with ECSA, registered with SAIRAC and minimum 2 years' experience.
1 Points
- No information provided OR submission of no substance / irrelevant information provided OR less than 5 years' experience.
OR
Relevant accredited diploma / degree/, registered as professional Mechanical Engineer with ECSA & registered with SAIRAC and less than 2 experience
= 0 Points

5

NB:

- The bidder must submit a list of all team members' credentials who will be involved in the project, and specify the Lead Technician.
- MUT reserves the right to verify the authenticity of the qualifications

<p>2. <u>Airconditioning & Refrigeration Artisan X3</u></p> <ul style="list-style-type: none"> Refrigeration Mechanic (Industrial) Trade Test certificate, trained, certified & registered under the Pressure Equipment Regulations (PER), with SAQCC Gas and a minimum of 6 years' experience. = 5 points Refrigeration Mechanic (Industrial) Trade Test certificate, trained, certified & registered under the Pressure Equipment Regulations (PER), with SAQCC Gas and a minimum of 5 years' experience. = 4 points Refrigeration Mechanic (Industrial) Trade Test certificate, trained, certified & registered under the Pressure Equipment Regulations (PER), with SAQCC Gas and a minimum of 4 years' experience = 3 points Refrigeration Mechanic (Industrial) Trade Test certificate, trained, certified & registered under the Pressure Equipment Regulations (PER), with SAQCC Gas and a minimum of 3 years' experience = 2 points Refrigeration Mechanic (Industrial) Trade Test certificate, trained, certified & registered under the Pressure Equipment Regulations (PER), with SAQCC Gas and a minimum of 2 years' experience = 1 points No information provided OR submission of no substance / irrelevant information provided OR less than 6 years' experience. = 0 Points <p style="text-align: center;">OR</p> <p>Refrigeration Mechanic (Industrial) Trade Test certificate, and less than 2 years' experience = 0 Points</p>	5
<p>3. <u>Wireman's Licensed Electrician</u></p> <ul style="list-style-type: none"> Electrical trade Test, a Wireman's license issued by the DoL and a minimum of 6 years' experience after acquiring a wireman's license = 5 points Electrical trade Test, a Wireman's license issued by the DoL and a minimum of 5 years' experience after acquiring a wireman's license = 4 points Electrical trade Test, a Wireman's license issued by the DoL and a minimum of 4 years' experience after acquiring a wireman's license = 3 points Electrical trade Test, a Wireman's license issued by the DoL and a minimum of 3 years' experience after acquiring a wireman's license = 2 points Electrical trade Test, a Wireman's license issued by the DoL and a minimum of 2 years' experience after acquiring wireman's license = 1 points No information provided OR submission of no substance / irrelevant information provided OR less than 5 years' experience = 0 points <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> Relevant Electrical trade Test, a Wireman's license issued by the DoL and less than 2 years' experience after acquiring wireman's license = 0 points 	5

<p>4. <u>Assistant Aid</u></p> <ul style="list-style-type: none"> • A minimum of 6 years' experience assisting the Airconditioning & Refrigeration Artisan = 5 points • A minimum of 5 years' experience assisting the Airconditioning & Refrigeration Artisan = 4 points • A minimum of 4 years' experience assisting the Airconditioning & Refrigeration Artisan = 3 points • A minimum of 3 years' experience assisting the Airconditioning & Refrigeration Artisan = 2 points • A minimum of 2 years' experience assisting the Airconditioning & Refrigeration Artisan = 1 point • No information provided OR submission of no substance / irrelevant information provided OR less than 2 years' experience. <div style="display: flex; justify-content: space-between; align-items: center;"> Less than 2 years' experience OR = 0 points </div> 	5
<p>5. <u>(Driver x4)</u></p> <ul style="list-style-type: none"> • Driver with code 10, and a minimum of 6 years' experience = 5 points • Driver with code 10, and a minimum of 5 years' experience = 4 points • Driver with code 10, and a minimum of 4 years' experience = 3 points • Driver with code 10, and a minimum of 3 years' experience = 2 points • Driver with code 10, and a minimum of 2 years' experience = 1 points • No information provided OR submission of no substance / irrelevant information provided OR less than 2 years' experience. <div style="display: flex; justify-content: center; align-items: center;"> Or </div> <div style="display: flex; justify-content: space-between; align-items: center;"> Driver with code 10 and less than of 2 years' experience = 0 points </div> 	5
<p><u>5. Health and Safety Compliance Management officer (x1)</u></p> <ul style="list-style-type: none"> • Relevant accredited diploma / degree/, registered with SACPCMP/Saiosh as professional Health and safety officer/consultant, in position of a Certificate of Occupational Health and Safety Management System (ISO 45001:2018/OHSAS:2007) and a minimum of 6 years' experience. = 5 points • Relevant accredited diploma / degree/, registered with SACPCMP/Saiosh as professional Health and safety officer/consultant, in position of a Certificate of Occupational Health and Safety Management System (ISO 45001:2018/OHSAS:2007) a minimum of 5 years' experience = 4 points 	5

<ul style="list-style-type: none"> Relevant accredited diploma / degree/, registered with SACPCMP/Saiosh as professional Health and safety officer/consultant, in position of a Certificate of Occupational Health and Safety Management System (ISO 45001:2018/OHSAS:2007) a minimum of 4 years' experience = 3 points Relevant accredited diploma / degree/, registered with SACPCMP/Saiosh as professional Health and safety officer/consultant, in position of a Certificate of Occupational Health and Safety Management System (ISO 45001:2018/OHSAS:2007) a minimum of 3 years' experience = 2 points Relevant accredited diploma / degree/, registered with SACPCMP/Saiosh as professional Health and safety officer/consultant, in position of a Certificate of Occupational Health and Safety Management System (ISO 45001:2018/OHSAS:2007) a minimum of 2 years' experience = 1 points 	
Location Umlazi = 10 Points KZN = 5 Points Outside KZN = 0 Points	10

NB: The evaluation criterion for functionality aims to assess the capability of the tenderer to execute and maintain a tender and/ or contract. Tenderers need to obtain a minimum percentage score **75%** and above to progress to the next stage of evaluation.

CV TEMPLATE: SPECIALIST TECHNICIAN

▪ Full Name:	▪ Nationality:				
▪ Gender:	▪ ID No.:				
Formal Qualifications:					
Qualification/s	Name of Institution/s			Year Obtained	
Name of Employer (1):	Full Time:	Yes		No	
Current/Recent Position:	Years of Experience:				
Name of Employer (2):	Full Time:	Yes		No	

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications, experience & expertise.

Signature: **Date:**
 [of key personnel who confirms the details on the CV as recorded above]

Signature: **Date:**.....
 [of person authorised to sign on behalf of the Tenderer]

CV TEMPLATE: AIRCONDITIONING & REFRIGERATION ARTISAN

▪ Full Name:	▪ Nationality:				
▪ Gender:	▪ Age:				
Formal Qualifications:					
Qualification/s	Name of Institution/s			Year Obtained	
Name of Employer (1):	Full Time:	Yes		No	
Current/Recent Position:	Years of Experience:				
Name of Employer (2):	Full Time:	Yes		No	

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications, experience & expertise.

Signature: **Date:**
 [of key personnel who confirms the details on the CV as recorded above]

Signature: **Date:**
 [of person authorised to sign on behalf of the Tenderer]

CV TEMPLATE: QUALIFIED WIREMAN'S LICENSED ELECTRICIAN

▪ Full Name:	▪ Nationality:		
▪ Gender:	▪ ID No.:		
Formal Qualifications:			
Qualification/s	Name of Institution/s	Year Obtained	
Name of Employer (1):	Full Time:	Yes	No
Current/Recent Position:	Years of Experience:		

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications, experience & expertise.

Signature: **Date:**
 [of key personnel who confirms the details on the CV as recorded above]

Signature: **Date:**
 [of person authorised to sign on behalf of the Tenderer]

CV TEMPLATE: ASSISTANT AID

▪ Full Name:	▪ Nationality:				
▪ Gender:	▪ ID No.:				
Formal Qualifications:					
Qualification/s	Name of Institution/s	Year Obtained			
Name of Employer (1):	Full Time:	Yes		No	

Name of Client (2):

Duration of Service:	Contract Value (as per the CIDB Works Capability criteria):
Assigned OSHERQ personnel (if any):	

Relevance of the Contract Scope of Services v/s this RFQ Service Scope:

Name of Client (3):

Duration of Service:	Contract Value (as per the CIDB Works Capability criteria):
Assigned OSHERQ personnel (if any):	

Relevance of the Contract Scope of Services v/s this RFQ Service Scope:

Name of Client (4):

--

Duration of Contract:	Contract Value (as per the CIDB Works Capability criteria):
Assigned OSHERQ personnel (if any):	
Relevance of the Contract Scope of Services v/s this RFQ Service Scope:	

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes our company's service experience.

Signature: **Date:**
 [of key personnel who confirms the details on the Company Profile as recorded above]

Signature: **Date:**
 [of person authorised to sign on behalf of the Tenderer]

STAGE 3: PRICING EVALUATION CRITERIA

PRICING SCHEDULE: Firm & Fixed Pricing Model

PLEASE NOTE:

1. Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered.
2. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT IN RSA CURRENCY (RANDS)
FINAL SUMMARY PRICING SCHEDULE PAGE CATEGORY A, B & C					
1.	<u>CATEGORY A: AIR-CONDITIONING MAINTENANCE RATES</u>				
1.2	TOTAL CATEGORY A: SECTION 1	ITEM	1		
1.3	TOTAL CATEGORY A: SECTION 2	ITEM	1		
2.	<u>CATEGORY B: AIR-CONDITIONING NEW INSTALLATION & CONTROLS</u> Note! All new installations rates as listed in the tables for Category B must include power cabling (maximum 10m long) and all appurtenances necessary for a complete installation. New Installations to include an Electrical COC and conform to the ffg standards: - <ul style="list-style-type: none"> • SANS 0142 wiring of premises • SANS 10147 • OH&S Act 85 Of 93. 				
2.1	TOTAL CATEGORY B: SECTION 1	ITEM	1		
2.2	TOTAL CATEGORY B: SECTION 2	ITEM	1		
3.	<u>CATEGORY C:KEY PERSONNELS & LABOUR RATES</u>				
3.1	SPECIALIST TECHNICIAN	PER/HR	1		
3.2	AIRCONDITIONING & REFRIGERATION ARTISAN	PER/HR	1		
3.3	QUALIFIED WIREMAN'S LICENSED ELECTRICIAN	PER/HR	1		
3.4	ARTISAN'S ASSISTANT	PER/HR	1		
3.5	ARTISAN DRIVER	PER/HR	1		
3.6	HEALTH AND SAFETY COMPLIENCE MANAGEMENT OFFICER (x1)	PER/HR	1		
5.	<u>GENERAL CONTRACT CHARGES</u>				
5.1	ADMINISTRATION CHARGE	PER/HR	1		
5.2	CALL-OUT FEE	PER CALL-OUT	1		
5.3	TRAVEL CHARGE	PER KM	1		
	SUBTOTAL CATEGORY A				

	SUBTOTAL CATEGORY B	
	SUBTOTAL CATEGORY C	
	SUBTOTAL GENERAL CONTRACT CHARGES	
	ADD: VAT @ 15%	
	TOTAL (INCLUDING VAT)	

PRICING SCHEDULE**CATEGORY A: AIRCONDITIONING MAINTENANCE RATES****SECTION 1: AIRCONDITIONING MAINTENANCE**

Below quantities are for adjudication purpose, quantities maybe slightly more or less Rates will be utilized to calculate the actual costs. In fact, the contract price offered shall be for comparison only, but this quotation must be treated as a rate only quotation with indicative quantities only.

Item	Description	Quantity	Service Schedule	Unit Cost	No. of Services	Total Amount (QTY x Unit Cost x Internal) Excl. VAT
1.1	Chillers up to 256 kW	1	Monthly		6	
		1	Quarterly		2	
		1	Semi - Annual		1	
		1	Annual		1	
1.2	Cooling Towers up to 195000Kcal/hr	1	Monthly		6	
		1	Quarterly		2	
		1	Semi - Annual		1	
		1	Annual		1	
1.3	Centrifugal belt driven fans up to 700mm	1	Monthly		6	
		1	Quarterly		2	
		1	Semi - Annual		1	
		1	Annual		1	
1.4	Air Handling Unit up to 20m3/s	1	Monthly		6	
		1	Quarterly		2	
		1	Semi - Annual		1	
		1	Annual		1	

PRICING SCHEDULE

CATEGORY A: AIRCONDITIONING MAINTENANCE RATES (CONTINUED)

SECTION 1: AIRCONDITIONING MAINTENANCE

Below quantities are for adjudication purpose, quantities maybe slightly more or less Rates will be utilized to calculate the actual costs. In fact, the contract price offered shall be for comparison only, but this quotation must be treated as a rate only quotation with indicative quantities only.

Item	Description	Quantity	Service Schedule	Unit Cost	No. of Services	Total Amount (QTY x Unit Cost x Internal) Excl. VAT
1.5	Chilled, condenser and hot water pumps up to 10kW	1	Monthly		6	
		1	Quarterly		2	
		1	Semi - Annual		1	
		1	Annual		1	
1.6	VRV Ducted Split Units	1	Monthly		6	
		1	Quarterly		2	
		1	Semi - Annual		1	
		1	Annual		1	
1.7	Unifiliar Units up to 48000	1	Monthly		6	
		1	Quarterly		2	
		1	Semi - Annual		1	
		1	Annual		1	
1.8	Axial Extract Fans up to 300mm	1	Monthly		6	
		1	Quarterly		2	
		1	Semi - Annual		1	
		1	Annual		1	

PRICING SCHEDULE

CATEGORY A: AIRCONDITIONING MAINTENANCE RATES (CONTINUED)

SECTION 1: AIRCONDITIONING MAINTENANCE

Below quantities are for adjudication purpose, quantities maybe slightly more or less Rates will be utilized to calculate the actual costs. In fact, the contract price offered shall be for comparison only, but this quotation must be treated as a rate only quotation with indicative quantities only.

Item	Description	Quantity	Service Schedule	Unit Cost	No. of Services	Total Amount (QTY x Unit Cost x Internal) Excl. VAT
1.9	Chilled water fan coil units with electrical heating up to 24000btu	1	Monthly		6	
		1	Quarterly		2	
		1	Semi - Annual		1	
		1	Annual		1	
1.10	Split Package Units up to 36000btu	1	Monthly		6	
		1	Quarterly		2	
		1	Semi - Annual		1	
		1	Annual		1	
1.11	Window Wall Air-conditioners up to 18000btu	1	Monthly		6	
		1	Quarterly		2	
		1	Semi - Annual		1	
		1	Annual		1	
1.12	Ceiling Mount Extract Fans up to 300mm	1	Monthly		6	
		1	Quarterly		2	
		1	Semi - Annual		1	
		1	Annual		1	

PRICING SCHEDULE

CATEGORY A: AIRCONDITIONING MAINTENANCE RATES (CONTINUED)

SECTION 1: AIRCONDITIONING MAINTENANCE

Below quantities are for adjudication purpose, quantities maybe slightly more or less Rates will be utilized to calculate the actual costs. In fact, the contract price offered shall be for comparison only, but this quotation must be treated as a rate only quotation with indicative quantities only.

Item	Description	Quantity	Service Schedule	Unit Cost	No. of Services	Total Amount (QTY x Unit Cost x Internal) Excl. VAT
1.13	Water Cooled Console Units up to 18000btu	1	Monthly		6	
		1	Quarterly		2	
		1	Semi - Annual		1	
		1	Annual		1	
1.14	Water Cooled in ceiling Cassettes up to 48000btu	1	Monthly		6	
		1	Quarterly		2	
		1	Semi - Annual		1	
		1	Annual		1	
1.15	Air Cooled in ceiling Cassettes up to 48000btu	1	Monthly		6	
		1	Quarterly		2	
		1	Semi - Annual		1	
		1	Annual		1	
1.16	Air Cooled Under Ceiling Cassettes up to 60000btu	1	Monthly		6	
		1	Quarterly		2	
		1	Semi - Annual		1	
		1	Annual		1	

PRICING SCHEDULE

CATEGORY A: AIRCONDITIONING MAINTENANCE RATES (CONTINUED)

SECTION 1: AIRCONDITIONING MAINTENANCE

Below quantities are for adjudication purpose, quantities maybe slightly more or less Rates will be utilized to calculate the actual costs. In fact, the contract price offered shall be for comparison only, but this quotation must be treated as a rate only quotation with indicative quantities only.

Item	Description	Quantity	Service Schedule	Unit Cost	No. of Services	Total Amount (QTY x Unit Cost x Internal) Excl. VAT
1.17	In ceiling Rooftop Air Handling Units up to 10 000CFM	1	Monthly		6	
		1	Quarterly		2	
		1	Semi - Annual		1	
		1	Annual		1	
TOTAL CATEGORY A: SECTION 1 - CARRIED TO FINAL SUMMARY PAGE						

PRICING SCHEDULE

CATEGORY A: AIRCONDITIONING MAINTENANCE RATES (CONTINUED)

SECTION 2: HOT AND COLD-WATER EQUIPMENT

Below quantities are for adjudication purpose, quantities maybe slightly more or less Rates will be utilized to calculate the actual costs. In fact, the contract price offered shall be for comparison only, but this quotation must be treated as a rate only quotation with indicative quantities only.

Item	Description	Quantity	Service Schedule	Unit Cost	No. of Services	Total Amount (QTY x Unit Cost x Internal) Excl. VAT
2.1	Header Tank up to 10 000litres	1	Monthly		6	
		1	Quarterly		2	
		1	Semi - Annual		1	
		1	Annual		1	
2.2	Submersible Sump Pump up to 10kW	1	Monthly		6	
		1	Quarterly		2	
		1	Semi - Annual		1	
		1	Annual		1	
2.3	Sump Pump up to 10kW	1	Monthly		6	
		1	Quarterly		2	
		1	Semi - Annual		1	
		1	Annual		1	
2.4	Sewerage Pump up to 10kW	1	Monthly		6	
		1	Quarterly		2	
		1	Semi - Annual		1	
		1	Annual		1	

PRICING SCHEDULE**CATEGORY A: AIRCONDITIONING MAINTENANCE RATES (CONTINUED)****SECTION 2: HOT AND COLD-WATER EQUIPMENT**

Below quantities are for adjudication purpose, quantities maybe slightly more or less Rates will be utilized to calculate the actual costs. In fact, the contract price offered shall be for comparison only, but this quotation must be treated as a rate only quotation with indicative quantities only.

Item	Description	Quantity	Service Schedule	Unit Cost	No. of Services	Total Amount (QTY x Unit Cost x Internal) Excl. VAT
2.5	Storm Water Pump up to 10kW	1	Monthly		6	
		1	Quarterly		2	
		1	Semi - Annual		1	
		1	Annual		1	
2.6	Sewerage Drainage Pump up to 10kW	1	Monthly		6	
		1	Quarterly		2	
		1	Semi - Annual		1	
		1	Annual		1	
TOTAL CATEGORY A: SECTION 2 – CARRIED TO FINAL SUMMARY PAGE						

PRICING SCHEDULE

CATEGORY B: AIRCONDITIONING NEW INSTALLATIONS & CONTROLS RATES

SECTION 1: NEW INSTALLATIONS

MID - WALL SPLITS UNITS		
Item	Description	Rate
1	9 000 BTU	
2	12 000BTU	
3	18 000BTU	
4	24 000BTU	
5	30 000BTU	
6	36 000BTU	

INCEILING CASSETTE UNITS		
Item	Description	Rate
1	12 000BTU	
2	18 000BTU	
3	24 000BTU	
4	36 000BTU	
5	44 000BTU	
6	48 000BTU	

UNDERCEILING SPLIT UNIT		
Item	Description	Rate
1	36 000BTU	
2	48 000BTU	
3	60 000BTU	

PRICING SCHEDULE

CATEGORY B: AIRCONDITIONING NEW INSTALLATIONS & CONTROLS RATES (CONTINUED)

SECTION 1: NEW INSTALLATIONS

AIR-COOLED CONSOLE UNITS		
Item	Description	Rate
1	9 000BTU	
2	12 000BTU	
3	18 000BTU	

WATER-COOLED CONSOLE UNITS		
Item	Description	Rate
1	9 000BTU	
2	12 000BTU	
3	18 000BTU	

WATER-COOLED FAN COIL UNITS		
Item	Description	Rate
1	9 000BTU	
2	12 000BTU	
3	18 000BTU	
4	24 000BTU	

WINDOW WALL UNITS		
Item	Description	Rate
1	9 000BTU	
2	12 000BTU	
3	18 000BTU	
TOTAL CATEGORY B: SECTION 1 – CARRIED TO FINAL SUMMARY PAGE		

PRICING SCHEDULE

CATEGORY B: AIRCONDITIONING NEW INSTALLATIONS & CONTROLS RATES (CONTINUED)

SECTION 2: AIRCONDITIONING CONTROLS

Item	Description	Rate
1.	TIMERS FOR:	
1.1	<u>MID - WALL SPLITS UNITS</u>	
1.1.1	9 000 BTU	
1.1.2	12 000BTU	
1.1.3	18 000BTU	
1.1.4	24 000BTU	
1.1.5	30 000BTU	
1.1.6	36 000BTU	

Item	Description	Rate
1.2	<u>INCEILING CASSETTE UNITS</u>	
1.2.1	9 000 BTU	
1.2.2	12 000BTU	
1.2.3	18 000BTU	
1.2.4	24 000BTU	

Item	Description	Rate
1.3	<u>UNDERCEILING SPLIT UNITS</u>	
1.3.1	9 000 BTU	
1.3.2	12 000BTU	
1.3.3	18 000BTU	
1.3.4	24 000BTU	

PRICING SCHEDULE

CATEGORY B: AIRCONDITIONING NEW INSTALLATIONS & CONTROLS RATES (CONTINUED)

SECTION 2: AIRCONDITIONING CONTROLS

Item	Description	Rate
1.4	<u>AIR-COOLED CONSOLE UNITS</u>	
1.4.1	9 000 BTU	
1.4.2	12 000BTU	
1.4.3	18 000BTU	
1.4.4	24 000BTU	

Item	Description	Rate
1.5	<u>WATER-COOLED CONSOLE UNITS</u>	
1.5.1	9 000 BTU	
1.5.2	12 000BTU	
1.5.3	18 000BTU	
1.5.4	24 000BTU	

Item	Description	Rate
1.6	<u>WATER-COOLED FAN COIL UNITS</u>	
1.6.1	9 000 BTU	
1.6.2	12 000BTU	
1.6.3	18 000BTU	
1.6.4	24 000BTU	

PRICING SCHEDULE

CATEGORY B: AIRCONDITIONING NEW INSTALLATIONS & CONTROLS RATES (CONTINUED)

SECTION 2: AIRCONDITIONING CONTROLS

Item	Description	Rate
1.7	<u>WINDOW WALL UNITS</u>	
1.7.1	9 000 BTU	
1.7.2	12 000BTU	
1.7.3	18 000BTU	
1.7.4	24 000BTU	
1.8	VRV Ducted Split Units	
1.9	Unifiliar Units	
1.10	Air Handling Unit	
1.11	Chilled water fan coil units with electrical heating	

PRICING SCHEDULE

CATEGORY B: AIRCONDITIONING NEW INSTALLATIONS & CONTROLS RATES (CONTINUED)

SECTION 2: AIRCONDITIONING CONTROLS

Item	Description	Rate
2	<u>MOTION SENSORS FOR:</u>	
2.1	<u>MID - WALL SPLITS UNITS</u>	
2.1.1	9 000 BTU	
2.1.2	12 000BTU	
2.1.3	18 000BTU	
2.1.4	24 000BTU	
2.1.5	30 000BTU	
2.1.6	36 000BTU	

Item	Description	Rate
2.2	<u>INCEILING CASSETTE UNITS</u>	
2.2.1	9 000 BTU	
2.2.2	12 000BTU	
2.2.3	18 000BTU	
2.2.4	24 000BTU	
2.2.5	36 000BTU	
2.2.6	44 000BTU	
2.2.7	48 000BTU	

Item	Description	Rate
2.3	<u>UNDERCEILING SPLIT UNITS</u>	
2.3.1	36 000BTU	
2.3.2	48 000BTU	
2.3.3	60 000BTU	

PRICING SCHEDULE

CATEGORY B: AIRCONDITIONING NEW INSTALLATIONS & CONTROLS RATES (CONTINUED)

SECTION 2: AIRCONDITIONING CONTROLS

Item	Description	Rate
2.4	<u>AIR-COOLED CONSOLE UNITS</u>	
2.4.1	9 000 BTU	
2.4.2	12 000BTU	
2.4.3	18 000BTU	
2.4.4	24 000BTU	

Item	Description	Rate
2.5	<u>WATER-COOLED CONSOLE UNITS</u>	
2.5.1	9 000 BTU	
2.5.2	12 000BTU	
2.5.3	18 000BTU	
2.5.4	24 000BTU	

Item	Description	Rate
2.6	<u>WATER-COOLED FAN COIL UNITS</u>	
2.6.1	9 000 BTU	
2.6.2	12 000BTU	
2.6.3	18 000BTU	
2.6.4	24 000BTU	

PRICING SCHEDULE

CATEGORY B: AIRCONDITIONING NEW INSTALLATIONS & CONTROLS RATES (CONTINUED)

SECTION 2: AIRCONDITIONING CONTROLS

Item	Description	Rate
2.7	WINDOW WALL UNITS	
2.7.1	9 000 BTU	
2.7.2	12 000BTU	
2.7.3	18 000BTU	
2.7.4	24 000BTU	
2.8	VRV Ducted Split Units	
TOTAL CATEGORY B: SECTION 2 – CARRIED TO FINAL SUMMARY PAGE		

Note! All new installations rates as listed in the above tables must include power cabling (maximum 10m long) and all appurtenances necessary for a complete installation. New Installations to include an Electrical COC and conform to the ffg standards:-

- **SANS 0142 wiring of premises**
- **SANS 10147**
- **OH&S Act 85 Of 93.**

Important Notes:

1. The intent of this RFQ is to procure the services of a 2ME CIDB graded SMME HVAC&R maintenance contractor that will provide the MUT Maintenance Department with outsourced technical services (on a rate-based & fixed-fee contract).
2. The Unit price (Rate P/H) is indicative of the total costs for the provision of each outsourced resource. The bidder must provide (in a separate pricing schedule) a detailed/descriptive cost breakdown of all contract disbursements for the full provision of the required services. The total cost for all monthly disbursements must be included in the Pricing Schedule above, which will be deemed to be an exhaustive list & total amount. The mark-up fee & profit margin fee must be indicated separately in the Pricing Schedule.
3. Any & all services that will be provided on an ad-hoc/emergency basis outside of MUT working hours must be submitted by the service provider/s to, then pre-authorized in writing by the MUT Maintenance Department's authorized official prior to any services being provided. After hours, weekend & public holiday rates shall apply.
4. The contents of a Task Order Form will be agreed upon & pre-signed by the two parties to regulate the scope, deliverables, milestones & timelines for each task under this contract.
5. The service providers cannot change any of the resources outsourced to MUT for the entire duration of the contract, unless otherwise approved in writing by the MUT Maintenance Department's authorized official. The service providers' personnel will be issued with access cards.
6. At any point for the duration of this contract, the MUT Maintenance Department's authorized official reserves the right to instruct the service provider/s to immediately change any & all resources outsourced to MUT due to (including but not limited to):
 - Poor performance / incapacity / delayed services / poor workmanship quality / unacceptable behavior.
7. Penalties for these service deficiencies will be charged to the service providers at a daily rate of 1% of the total invoice value for each service deficiency that is pending.

- Required By : Mr Silindile Mchunu
- At : Mangosuthu University of Technology / MUT

- Brand and Model :
- Country of Origin :
- Does the offer comply with the specifications : ***YES/NO**

- If not to specification, indicate all deviations :
-
-
-

-
- Period required for delivery :
*Delivery: Firm / Not Firm?
 - Delivery basis :

NB: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

**All applicable taxes include VAT / Value Added Tax, PAYE / Pay As You Earn, Income Tax, UIF / Unemployment Insurance Fund contributions and Skills Development Levies.
Legend: * = Delete if not applicable.

RFQ FORM:

1. I/We hereby render to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to on the items and conditions and in accordance with the specifications stipulated in the RFQ documents (and which shall be taken as part of, and incorporated into, this RFQ) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/We agree that the offer herein shall remain binding upon me/us and open for acceptance by during the validity period indicated and calculated from the closing time of the RFQ.
3. If I/we withdraw my/our RFQ within the period for which I/we have agreed that the RFQ should remain open for acceptance or fail to fulfil the contract when called upon to do so, may without prejudice to its other rights, agree to the withdrawal of my/or RFQ or cancel the contract that may have been entered into between me/us and and I/we will then pay to any additional expense incurred by having either to accept any less favourable RFQ or fresh RFQs have to be invited, the additional expenditure incurred by the invitation of fresh RFQ and by the subsequent acceptance of any less favourable RFQ,shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become to me/us under this or any other RFQ or contract or against any guarantee or deposit that have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other RFQ or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss may sustain by reason of my/our default.
4. If my/our RFQ is accepted the acceptance may be communicated to me/us by letter or ordinary post or registered post and that SA Post Office Ltd shall be regarded as my/our agent. Delivery or such acceptance to SA Post Office Ltd shall be treated as delivery to me/us.
5. The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our RFQ and that I/we choose domicilium citandi et executandi in the Republic (full address).
6. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our RFQ, that the price(s) and rate(s) quoted cover all the work/items(s) in these documents; and that the price(s) and rate(s) cover all my/our obligations under a resulting contract. I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
7. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract.

8. I/We agree that any action from this contract in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me/us as a result of such action.

9. I/We declare that I/we have participation /no participation in the submission of any other offer for the supplies/service described in the attached documents. If in the affirmative, state name(s) or RFQ(s) involved.

10. _____

Are you duly authorized to sign for this the RFQ? ***YES / NO**

11. Has the Declaration of Interest been duly completed and included with the other RFQ forms? ***YES / NO**

DECLARATION:

I, the undersigned (full names):

Certify that the information furnished above is correct. I accept that, in addition to cancellation contract, action may be taken against me should this declaration prove to be false.

Signature:

Ensure that all pages are completed in full before returning this document.

Name & Surname of Authorized Person / Representative:	Date:
.....	
Signature of Bidder's Representative:	

DECLARATION OF INTEREST:

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where:

- The bidder is employed by the state; and/or
- The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (Director, Trustee, Shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means:

- (a) Any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) Any municipality or municipal entity;
- (c) Provincial legislature;
- (d) National Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

- Name of person / Director / Trustee / Shareholder/ Member:
-
- Name of state institution at which you or the person connected to the bidder is employed:
-
- Position occupied in the state institution:
-
- Any other particulars:
-

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid).

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

2.8 Did you or your spouse, or any of the company's Directors / Trustees / Shareholders / Members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars:

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.10.1 If so, furnish particulars:

2.11 Do you or any of the Directors / Trustees / Shareholders / Members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

3. Full details of Directors / Trustees / Members / Shareholders:

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Peral Number

4. DECLARATION

The bidder:

- I, THE UNDERSIGNED (NAME):
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

- I ACCEPT THAT MANGOSUTHU UNIVERSITY OF TECHNOLOGY MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES:

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be disregarded if that bidder, or any of its Directors have:
 - (a) Abused the institution's supply chain management system;
 - (b) Committed fraud or any other improper conduct in relation to such system; or
 - (c) Failed to perform on any previous contract.
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its Directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its Directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION:

The bidder:

- I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.
- I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

1. This document must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - (a) Disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - (b) Cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This form serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids, and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices, or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES:

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) Has been requested to submit a bid in response to this bid invitation;
 - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) Prices
 - (b) Geographical area where product or service will be rendered (market allocation)
 - (c) Methods, factors or formulas used to calculate prices;
 - (d) The intention or decision to submit or not to submit, a bid;
 - (e) The submission of a bid which does not meet the specifications and conditions of the bid;
or
 - (f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CHECKLIST TO BE COMPLETED BY THE BIDDER:

<ul style="list-style-type: none"> ▪ Does this offer comply with the specifications? State the brand where applicable. 	
<ul style="list-style-type: none"> ▪ Does the bidder have the required experience? State period. 	
<ul style="list-style-type: none"> ▪ Can this order be delivered within specified period? State delivery period. 	
<ul style="list-style-type: none"> ▪ Do you intend sub-contraction/Partner? 	
<ul style="list-style-type: none"> ▪ Pricing Schedule (Recalculate to ensure accuracy). Indicate whether prices are firm or non-firm). 	
<ul style="list-style-type: none"> ▪ Declaration of Interest (Read, Understand and Sign). 	
<ul style="list-style-type: none"> ▪ Declaration of Bidder's Past Supply Chain Management Practices (Read, Understand and Sign). 	
<ul style="list-style-type: none"> ▪ Certificate of Independent Bid Determination (Read, understand and Sign). 	
<ul style="list-style-type: none"> ▪ CSD Registration Number (MAAA.....) / CSD Report 	

PLEASE NOTE:

1. **MUT reserves the right to appoint or not appoint a service provider/s for this contract. MUT will not necessarily accept the lowest quotation in part or full, it will be MUT's discretion to appoint the most suitable supplier who will add value to MUT as per the functionality criteria outlined herein.**
2. **MUT reserves the right to negotiate the shortlisted bidders to competitive market related rates and/or apply a flat rate as one of the conditions of awarding this contract.**